

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

VINSON & ELKINS LLP

Steven M. Abramowitz (No. 043641990)
David S. Meyer (admitted *pro hac vice*)
Lauren R. Kanzer (admitted *pro hac vice*)
The Grace Building
1114 Avenue of the Americas, 32nd Floor
New York, New York 10036-7708
Tel: (212) 237-0000
Fax: (212) 237-0100
Email: sabramowitz@velaw.com
dmeyer@velaw.com
lkanzer@velaw.com

-and-

William L. Wallander (*pro hac vice* forthcoming)
Matthew D. Struble (*pro hac vice* forthcoming)
2001 Ross Avenue, Suite 3900
Dallas, Texas 75201
Tel: (214) 220-7700
Fax: (214) 220-7716
Email: bwallander@velaw.com
mstruble@velaw.com

Counsel for Ad Hoc Group of Customers of Powin, LLC

In re:

Powin, LLC, *et al.*,¹

Debtors.

Case No. 25 – 16137 (MBK)

Chapter 11

(Jointly Administered)

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin, LLC [0504], (ii) PEOS Holdings, LLC [5476], (iii) Powin Project LLC [1583], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

**DECLARATION OF TIM REAVES IN
SUPPORT OF EMERGENCY MOTION OF
AD HOC CUSTOMER GROUP FOR ENTRY OF AN
ORDER (I) GRANTING ADEQUATE PROTECTION UNDER SECTION
363(e) OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF²**

I, Tim Reaves, declare and state as follows:

1. I am the Managing Vice President, Network & Control Center Operations of Convergent Energy and Power LP, the indirect parent company of West Warwick Energy Storage 1, LLC, West Warwick Energy Storage 2, LLC, and West Warwick Energy Storage 3, LLC (collectively, “**Convergent**”). In that role, I am familiar with the BESS (described below) and am familiar with the Licenses and Licensed IP (described below) which the Debtor Powin, LLC (“**Powin**”) provided to Convergent under the Contracts (described below). I regularly use and work with, and manage Convergent Network & Control Center Operations employees which regularly use and work with, the Licensed IP. This declaration (this “**Declaration**”) is based upon my personal knowledge and review of the relevant documents. I could and would testify competently to these statements under oath if called on to do so.

2. Convergent owns and operates large, utility-scale lithium ion battery energy storage systems (“**BESS**”) that were designed and provided by the Debtors, as described below, and for which the Debtors are responsible for ongoing maintenance and other services. The BESS provide peak period energy capacity to a utility customer in Warwick, New York.

3. Prior to the Petition Date, Convergent entered into energy supply agreements with Debtor Powin, LLC (“**Powin**”) (each, an “**ESA**”), true and correct copies of which are attached as Exhibits A, B, and C hereto. As set forth in the ESA, Powin agreed to provide and commission the BESS. Additionally, Convergent entered into long term services agreements with Powin (each,

² Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Motion.

an “**LTSA**,” true and correct copies of which are attached as Exhibits D, E, and F hereto, and, together with the ESAs, the “**Contracts**”), pursuant to which Powin, as set forth in the LTSA, is required to, among other things, provide certain ongoing services to Convergent to support the BESS.

4. Under section 35 of the ESAs and section 15.7 of the LTSAs, the Debtors granted broad, perpetual licenses of intellectual property (the “**Licenses**,” and such intellectual property, the “**Licensed IP**”) to Convergent. In addition to the Licenses, the Contracts require the Debtors to provide, on an ongoing basis, certain services and information related to the Licensed IP and the BESS.

5. The Licensed IP and the other support services furnished by Powin to Convergent under the Contracts are critical for the BESS to remain operational in a safe and reliable manner. To keep the BESS online and operating safely and reliably, Convergent must have complete and uninterrupted access to the Licensed IP, which includes certain software, such as Powin Stack OS (including the Kobold and CCUI platforms and associated applications), along with data, source code, administrative-level access credentials, historical customer data, and support services necessary to maintain functionality of AWS and control system access.

6. Any delay or interruption in Convergent’s ability to retain access to the Licensed IP would severely hinder Convergent’s ability to safely and reliably operate the BESS. This could result in irreversible damage to the BESS, potential safety concerns, and loss of the ability to operate, which would also cause significant harm to Convergent in the form of lack of reliability, lost revenue, reputational harm, and potential harm to individuals and property. Without the Licensed IP, Convergent is unable to effectively operate the BESS, and therefore cannot provide

peak capacity to the electrical grid, causing lost revenue for Convergent and leaving the electrical grid less capable of reliably serving peak energy demand needs.

7. The Debtors have stopped performing certain of their obligations under the Contracts during these Chapter 11 Cases, providing only the most basic level of services (i.e., keeping StackOS and Kobold online via the AWS cloud).

8. As a result of the Debtors' lack of performance of certain services described in the Contracts, Convergent has been forced to engage third-party providers directly to perform necessary maintenance or, in some cases, to attempt to perform such maintenance itself. However, without access to the Licensed IP, including necessary user names, passwords, and source code, Convergent, whether directly or through third-party vendors, cannot access and utilize key software, such as Powin Stack OS and Kobold, or perform other necessary services related to the Licensed IP. Convergent relies on the Debtors to provide the Licensed IP, along with expertise and certain key support services to maintain functionality of AWS and control system access needed to operate the BESS.

Pursuant to § 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: July 11, 2025

/s/ Tim Reaves

Tim Reaves

Managing Vice President, Network & Control
Center Operations

Convergent Energy and Power LP